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**VIA ELECTRONIC FILING**

The Honorable Jocelyn G. Boyd Chief  
Clerk and Executive Director  
**Public Service Commission of South Carolina**  
101 Executive Center Drive, Suite 100  
Columbia, South Carolina 29210

**Re: Joint Request to Further Amend Milestone Payment Deadlines  
Requesting Expedited Treatment in Docket No. 2020-248-E**

Dear Ms. Boyd:

On April 19, 2019, Dominion Energy South Carolina, Inc. ("DESC") and Lone Star Solar, LLC ("Lone Star") (collectively, the "Parties") executed an Interconnection Agreement (as amended, the "IA").

Under the IA, Lone Star requests interconnection facilities in-service as of August 1, 2022. Pursuant to the Milestone Table, Lone Star was to provide financial payments/guarantees to DESC on or before October 26, 2020 ("Milestone 2"). Prior to that deadline, the Federal Energy Regulatory Commission ("FERC") issued its *Broadview* order, which held that renewable energy generators cannot circumvent PURPA's 80 MW power production capacity threshold by relying on output-limiting devices to reduce the net production capacity of a generator that otherwise can produce power in excess of 80 MW.<sup>1</sup>

Shortly after the issuance of the *Broadview* order, DESC raised questions to Lone Star regarding Lone Star's compliance with PURPA's 80 MW limit as a result of the *Broadview* order. As a result of those discussions, Lone Star sought an extension from DESC. This request was made well before the October 26, 2020, Milestone 2 date, and DESC determined that revising the due date for Milestone 2 to allow for a limited extension of time would not adversely affect lower queued customers. In light of the combined factors above, the Parties jointly requested permission from this Commission to negotiate a revised due date for Milestone 2, with Lone Star's payment obligation being tolled during those negotiations. The Parties finally reached an agreement on or before December 14, 2020, to extend the new Milestone 2 financial payment deadline to April 15, 2021. April 15, 2021 was the latest possible date to which Milestone 2

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<sup>1</sup> *Broadview Solar, LLC*, 172 FERC ¶ 61,194, at P 2 (2020) (Order).

could be extended, while still complying with the deadline to procure long-lead time material under Milestone 3—which currently has a deadline of April 30, 2021. The Commission approved the extension of Milestone 2 via Order No. 2021-25 on January 13, 2021.

Recently, the FERC announced its intention to abandon its *Broadview* holding and return to a “send-out” analysis, which determines a facility’s power production capacity based on the electricity that it can actually deliver to the interconnecting electric utility at any one point in time—even if such output is restricted by output-limiting devices. In light of this reversal, Lone Star is provided additional design flexibility under PURPA. Lone Star therefore wishes to renegotiate its Milestone schedule under the IA. DESC agrees that the FERC’s decisions under *Broadview* represent a unique situation, and the most recent decision to abandon *Broadview* can provide project developers with significant design flexibility. Therefore, the Parties jointly request the Milestones in the IA be extended as follows:

- Milestone 2 extended from April 15, 2021, to July 14, 2021; and
- Milestone 3 extended from April 30, 2021, to July 29, 2021.

The Parties recognize that the dates above represent a second extension for an unusually long period. However, the Parties represent to the Commission that the need for such extensions arises from highly unusual regulatory actions. Further, Lone Star represents that the remaining financial Milestones have been considered and will be complied with as written without the need for any future extensions. However, DESC has been delayed in procuring long lead time items, which may impact its ability to meet certain other Milestones related to construction in the IA. DESC has explained this to Lone Star, and Lone Star acknowledges this as an issue outside of DESC’s control. Nevertheless, DESC will make reasonable efforts to mitigate the delays in hopes of meeting the remaining construction Milestones.

Therefore, the Parties respectfully request that the Commission grant the Parties’ request to extend Milestone 2 and Milestone 3 in accordance with the dates set forth above. Thank you for your time and consideration of this request.

Sincerely,



J. Ashley Cooper

Acknowledged and Agreed:

/s/Ben Snowden

Ben Snowden, as counsel for Lone Star Solar, LLC  
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